

COMPARISON OF PARTIES BIOSECURITY PROTOCOL SAMPLING REQUIREMENTS

(State intends all agreed upon provisions control
any sampling pursuant to current and future subpoenas)

	INTEGRATOR DEFENDANTS	STATE OF OKLAHOMA
1.	The sequencing of the farm (poultry houses) sampling should be structured so that a sampling team will visit all of the growing operations under contract with a single Defendant before moving to the next. For example, if a sampling team commences with an operation under contract with Defendant A, any additional operations under contract with Defendant A will be completed before moving to an operation under contract with Defendant B. The intent of this requirement is to prevent a single sampling team from moving back and forth between farmers' facilities housing poultry owned by different Defendants, which markedly increases the risk of disease transmission. Under the prior example, if a situation were to arise requiring the sampling team to return to an operation under contract with Defendant A, it will simply need to adhere to the 48-hour waiting period described below	<p>No Agreement:</p> <p>State requests the integrators to provide notice of their schedules when flocks are being removed.</p> <p>Will accommodate growers concern by starting with Cobb-Vantress and Tyson</p> <p>The 48 hour wait period will apply if a sampling team is required to access two different Defendants' operations (see #3 also).</p> <p>A separate sampling team may sample at another defendant grower operation simultaneously.</p> <p>This requirement will not apply to edge of field runoff sampling events.</p>
2.	Sequence the visits of a sampling team to all of the operations under contract with a single Defendant in the following order: (1) any breeder pullet operations; (2) any breeder hen operations; then (3) any broiler operations. If a situation were to arise requiring the team to visit a farm out of the preferred sequence, it will simply need to adhere to the 48-hour waiting period described below.	<p>Agreed except:</p> <p>This provision does not apply to edge of field runoff sampling</p>
3.	Each sampling team must wait a minimum of 48 hours between moving from any operation under contract with one Defendant to the operation under contract with another Defendant.	<p>Agreed except:</p> <p>This provision does not apply to edge of field runoff sampling</p>
4.	Each sampling team must wait a minimum of 48 hours between exposure to any live fowl , including any operation under contract with any Defendant, and any operation under contract with Willow Brook Foods.	<p>Agreed except:</p> <p>This provision does not apply to edge of field runoff sampling</p>
5.	Plaintiffs will provide Defendants with the sampling protocols and work plan a minimum of 96 hours prior	Agreed in part:

	to the first sampling event. Plaintiffs will advise Defendants of any modifications of such protocols or plans as quickly as feasible.	Work Plan was provided 5/2/06 State reserves the right , at any time, to change without notice what the State will test samples for and the method in which sample is handled once split is made
6.	Defendants and their consultants will accompany Plaintiffs' sampling teams during all sampling activities.	Agreed except: Provided if notice is given by State's agents pursuant to an agreed procedure sampling may occur if defendant's representatives are unable or fail to participate. (See also#8) State has not agreed to the number or identity of such representatives
7.	Defendants will be provided a minimum of 72-hours notice for routine (non-storm related) sampling , which will require the establishment of off-site rendezvous points to facilitate the personnel from both sides joining to enter the subject property together	Agreed
8.	For storm-related sampling , Defendants must be provided the maximum amount of notice feasible that Plaintiffs intend to conduct sampling. As described above, an off-site rendezvous location will need to be designated. If the Plaintiffs fail to provide the Defendants a minimum of 3-hours notice, and such lack of notice prohibits Defendants' consultants from meeting at the rendezvous point and observing the entire sampling event, samples shall not be taken	Agreed except: Defendants must agree to be available at a prearranged specified email address or phone number in order to receive notice. Samples may be taken without actual notice being received after attempted notice at the agreed email address or phone number has been made No 48 hour delay period applies to storm sampling.
9.	Defendants shall be provided split samples in the field of all media collected for analysis. Plaintiffs will ensure that a sufficient sample size is collected to provide Defendants with adequate splits to perform all necessary analyses.	No agreement. State will split soil and waste samples in laboratory only. Water samples can be split in the field.
10.	In the event Plaintiffs intend to composite any samples at any location other than in the field, they will also provide Defendants with split samples of such composites in sufficient quantities to perform all necessary analyses	Agreed to split samples taken. If Defendant has greater need they must collect their own sample.
11.	Prior to initiating any sampling activity, Plaintiffs will provide Defendants with a definitive list of all analytes/constituents they intend to sample and	No agreement. Attorney work product claimed.

	analyze for each media collected, including the laboratory methods that will be employed for each test. Plaintiffs will not conduct any analysis for any analytes/constituents or employ any methods not previously disclosed to Defendants. Should Plaintiffs conduct any analyses or employ methods not disclosed to Defendants, any such resulting data will not be admissible in any forum for any purpose	
12.	In order for Defendants' consultants to be adequately prepared to receive split samples , Plaintiffs will provide Defendants as part of the notice requirements definitive information regarding the number of samples of each type that will be collected for each type of media, including the number, size and type of sample containers that will be required, as well as any preservatives that will be utilized	No agreement: Field splits of soil and waste will not be made. Splits will be made at lab. Water samples can be split in the field.
13.	Plaintiffs will advise Defendants of the number of sampling teams it will deploy to the field, including a description for each team of the number of personnel who will be present, and their function (<i>i.e.</i> soil sample collector, surveyor, well driller). Plaintiffs will employ no greater number of teams than initially disclosed to Defendants, and will advise Defendants as part of the advance notice requirement of any personnel changes	Agreed in part. State has previously advised defendants of two teams of three scientist/technicians. State reserves right to give 72 hour notice of any change in number of teams and or their composition in addition to photographer and /or videographer and attorney.
14.	Plaintiffs' sampling teams will maintain a log book , certified to by the team leader, identifying the date, time and property location for all sampling activities, which shall be open for inspection and copying by representatives of Defendants. By signing the log book each day, the sampling team leader will certify that the team has complied with all applicable biosecurity protocols, including any waiting periods.	No agreement. Team leader will certify as to date, time, location, persons present, nature of sampling performed and compliance with 48 hour wait period.
15.	Defendants may record the sampling activities and presence of the sampling teams on the subject properties by photographic and/or videographic means, except and unless restricted by the landowner.	Agreed State likewise will record the sampling events.
16.	Plaintiffs and Defendants will exchange the raw data from the sampling activities, including QA/QC documentation, site sampling location maps and/or GPS data, and photographs or video recordings of sampling within ten days of receipt by such party or its consultants at no cost.	No agreement.

17.	No agreement	State has proposed that Defendants provide schedule of when flocks will be removed in order to allow sampling to occur outside the presence of the flocks
18.	No agreement	State has proposed all notices will be given to designated recipient pursuant to pre-approved procedure. Failure of recipient to be present to timely accept notice will not prevent action for which notice was given